INTERIM CONSTRUCTION SPECIFICATION

700. ENVIRONMENT PROTECTION

1. SCOPE

The work shall consist of furnishing all labor, materials, and equipment and performing all work required for prevention of environmental pollution during and as a result of construction operation under this contract except for those measures set forth elsewhere in these specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water and land.

2. GENERAL

The contracting officer will notify the contractor in writing of any noncompliance with the foregoing provisions and the action to be taken. The contractor shall, after receipt of such notice, immediately take corrective action. If the contractor fails or refuses to comply promptly, the contracting officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time loss due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the contractor unless it was later determined that the contractor was in compliance.

Compliance with the provisions of this section by subcontractors will be the responsibility of the contractor.

Prior to commencement of the work, the contractor will meet with representatives of the contracting officer to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.

3. PROTECTION OF LAND RESOURCES

The land resources and plant communities within the project boundaries shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project, insofar as possible. The contractor shall confine his construction activities to areas defined by the plans or specifications, unless specifically authorized otherwise by the engineer.

a. Prevention of landscape defacement:

Except in areas marked on the plans to be cleared, the contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without approval of the engineer. No ropes, cables, or guys shall be fastened to or attached to any existing trees for anchorage or other purposes unless specifically authorized by the engineer. Where such special use is authorized, the contractor shall first adequately wrap the trunk with a sufficient thickness of burlap or rags over which soft wood cleats shall be tied before any rope, cable, or wire is placed.

b. Restoration of landscape damage:

Any trees or other landscape feature scarred or damaged by the contractor's equipment or operation shall be restored as nearly as possible to its original condition at the contractor's expense. The contracting officer will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed. All scars made on trees (not designated on the plans to be removed) by equipment, construction operations, or by the removal of limbs larger than 1-inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted. Trees that are to remain, either within or outside of established clearing limits, that are subsequently damaged by the contractor and are beyond saving in the opinion of the contracting officer, shall be immediately removed and replaced with a nursery grown tree of the same specie.

c. Location of storage, housing, and service facilities:

The location of the contractor's storage, housing and service facilities shall be in areas approved by the engineer. The preservation of landscape shall be an imperative consideration in the selection of all sites for the above purposes.

d. Sanitation:

Toilet facilities shall be provided at each project work area. Toilet facilities meeting the requirements of the Bureau of Reclamation Safety Standards shall be used.

e. Temporary excavation and embankment:

If the contractor proposes to construct temporary roads or embankments for plant and/or work areas, he will submit plan(s) for such temporary work for approval of the engineer at least 15 days prior to scheduled start. Such plan(s) shall be in writing when required by the engineer.

f. Postconstruction cleanup:

The contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, stockpiles of excess or waste materials, or any other vestiges of construction under this contract as directed by the contracting officer. It is anticipated that excavation, filling and plowing roadways will be required to restore the areas to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be graded and filled as required, and where required topsoil shall be spread to a depth of approximately 2 to 6 inches over the entire area and the entire area seeded. Restoration to original contours will not be required.

g. Recording and preserving historical and archeological finds:

All items having any apparent historical or archeological interests which are discovered in the course of any construction activity shall be carefully preserved. The contractor shall leave the archeological find undisturbed and shall immediately report the find to the engineer so that proper authorities may be notified.

4. PROTECTION OF WATER RESOURCES

a. General:

The contractor shall dispose of all fuels, lubricants, and other organic and inorganic wastes by burying at locations designated by the engineer. Fueling, lubrication, and overhauling of all equipment shall be accomplished at locations, and in such a manner that contaminants can be controlled and disposed of without polluting surface or subsurface waters.

b. Erosion control:

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste

disposal areas, shall be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations shall be held to a minimum.

DUST CONTROL

The contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control should be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

6. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract, the contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned becomes stabilized to the extent that pollution is no longer being created.

7. PAYMENT

No separate or direct payment will be made for installation and maintenance of pollution control facilities or operations carried out under the provisions of this specification. Costs thereof shall be considered incidental to and included in the applicable contract unit price or prices requiring such temporary facilities.